



**OFFICE OF THE PRESIDENT
BOSTON CITY COUNCIL
STEPHEN J. MURPHY
PRESIDENT**

August 21, 2013

The Honorable Thomas M. Menino
Mayor of the City of Boston
Boston City Hall
Boston, MA 02201

Dear Mayor Menino:

I request your Honor's permission to award a contract pursuant to the authority of G.L.c.30B,s5 for services to be procured under competitive bid procedures.

In response to advertisements published in the City Record and the City of Boston procurement website on June 10, 17, 24, 2013, for a highly skilled court stenographer in connection with fulfilling the City Council's need for reporting, preparing and indexing the minutes of the regular sessions of the Boston City Council meetings, as well as taking and transcribing minutes from various City Council Committee public hearings for fiscal year 2014, the following bid was publicly opened and read on Friday, June 28, 2013:

Ellen M. Fritch
Ellen M. Fritch & Associates
373 Silver Street
South Boston, MA 02127 \$60,000.00

Price components as follows:
\$3,000.00 -- per month for reporting
\$2,000.00 -- per month for indexing

A Bid Opening Certification Form was completed and signed on Friday, June 28, 2013.

The bid is a reasonable one and your permission is requested to award this contract to Ellen M. Fritch, 373 Silver Street, South Boston, MA 02127, for the period July 1, 2013 through June 30, 2014, at a cost not to exceed sixty thousand dollars (\$60,000.00).

Sincerely,

Handwritten signature of Stephen J. Murphy.
Stephen J. Murphy
President
Boston City Council



CITY OF BOSTON
STANDARD CONTRACT DOCUMENT

Form CM10

CONTRACT ID: 0000000000000000000037966

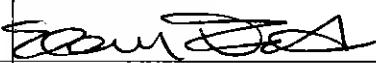
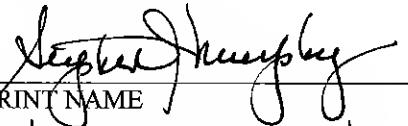
Parties

Contractor Legal Name: Ellen M. Fritch & Associates (and d/b/a):	City Department Name: Boston City Council City Department Head: Stephen J. Murphy
Contractor Address: 373 Silver Street South Boston, MA 02127	City Mailing Address: One City Hall Square, Suite 550 Boston, MA 02201
Contractor Vendor ID: 0000000066	City Billing Address: One City Hall Square, 5th Fl. Boston, MA 02201

Contract Details

Description/Scope of Services: (Attach supporting documentation)	
Highly skilled court stenographer needed for reporting, preparing, and indexing the minutes of regular Council meetings as well as committee meetings as requested	
Procurement Type:	Contract Version: 0.01
Begin Date: July 01, 2013	End Date: June 30, 2014
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 60,000.00

Contract Signatures

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE 	SIGNATURE 
PRINT NAME	PRINT NAME Ellen M. FRITCH	PRINT NAME Stephen J. Murphy
DATE	TITLE OWNER	DATE 8/22/13
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 60,000.00	DATE 8/21/2013	



**CITY OF BOSTON
CONTRACT PRICING DETAILS**

CONTRACT ID: 0000000000000000000037966

Contractor Legal Name:	Ellen M. Fritch & Associates	City Department Name:	Boston City Council
Contractor Vendor ID:	0000000066		
Begin Date:	July 01, 2013	End Date:	June 30, 2014
Not To Exceed Amt:	\$ 60,000.00	Contract Version:	0.01

Line #	Description	UOM	Quantity	Line \$ Amount
1	Indexing and reporting minutes for City Council meetings	EA	1	60,000.00



CITY OF BOSTON STANDARD CONTRACT GENERAL CONDITIONS

Form CM11

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY:

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurbish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.



CITY OF BOSTON INVITATION FOR BIDS ADDITIONAL INFORMATION

Form CM03

1 -- INVITATION:

1.1 The City of Boston, acting by the Official designated in the advertisement, invites sealed bids for providing the goods or services and performing the work as described in the Purchase Description and Specifications attached hereto, in accordance with the terms and conditions of the attached contract documents.

2 -- SUBMISSION OF BIDS:

2.1 Electronic Invitation for Bids

2.1.1 If this Invitation for Bids has been advertised and distributed electronically using the City's Online Sourcing & Procurement website, documents that are referenced in the electronic bid package are incorporated into the Invitation for Bids. All bidders are solely responsible for obtaining and completing the required documents that are identified in this Invitation for Bids and for complying with all substantive bid requirements. Bidders are responsible for checking the City's Online Sourcing & Procurement website for any addenda or modifications that are subsequently made to this Invitation for Bids or attachments. The City accepts no liability for and will provide no accommodation to bidders who fail to check for amended procurement opportunities and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the Invitation for Bids language or any Invitation for Bids component files. Modifications to the body of the Invitation for Bids, specifications, terms and conditions, or which change the intent of this Invitation for Bids are prohibited and may disqualify a response. To the extent a bid deposit is required, the deposit must be physically delivered to the City in accordance with the procedures described in paragraph 2.2.

2.1.2 It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person, and to monitor that email inbox for communications from the City. The City assumes no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the City to be lost or rejected by any means including email or spam filtering.

2.1.3 Bidders electing to respond to this Invitation for Bids electronically must submit their responses online via the City's Online Sourcing & Procurement system by the Close Date and Time. To learn about Online Sourcing and Procurement, go to <http://www.cityofboston.gov/procurement/>. Alternatively, Bidders may submit responses via the traditional paper and wet signature method.

2.1.4 By submitting an online bid, bidders must acknowledge and accept electronically all conditions and requirements associated with or referenced in the Invitation for Bids and agree to execute contracts electronically. This electronic signature is acceptable pursuant to MGL c.110G, § 1 et. seq., the Massachusetts Uniform Electronic Transaction Act (UETA). The City of Boston retains the right to request paper documents and wet ink signatures with respect to any or all documents associated with a solicitation.

2.2 Filing Paper Bid And Form Of Bid Deposit

2.2.1 If the bidder elects to submit a paper bid or if an electronic bid is not applicable, the original bid shall require a wet ink signature. The original bid and a duplicate copy thereof (which may be a photocopy) shall be enclosed in an envelope. The envelope shall be sealed and plainly marked on the outside thereof with a description of the goods or services to be provided, bid opening date, and the bid number, if applicable. The bid shall be filed before the time and at the place designated in the Advertisement attached and incorporated by reference herein and shall be accompanied by a bid deposit in the form of a bank check, a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Boston, or a bid bond in a form satisfactory to the Official with a surety company qualified to do business in Massachusetts if, and as specified, in the Advertisement.

2.3 Time For Filing Bids; Time Of Bid Opening

2.3.1 Bids shall be filed no later than the time and date designated in the Advertisement; the opening of bids shall be on the date and at the time specified in said Advertisement.

2.4 Withdrawal Of Bids

2.4.1 No bid may be withdrawn after the time set for bid opening except by written notice received by the Official prior to the time and date set for bid opening as set forth in the Advertisement. No bid filed by any responsible and responsive bidder may be withdrawn after the date and time of opening, nor prior to the execution and delivery of a contract to the lowest responsible and responsive bidder. The Official shall award a contract prior to the expiration of ninety (90) days (Saturdays, Sundays and legal holidays inclusive) after the opening of bids, or within such other time specified in the Advertisement.

3 -- BID DEPOSITS: AMOUNT; RETURN OF DEPOSIT; FAILURE OF PERFORMANCE/LIQUIDATED DAMAGES:

3.1 Amount Of Bid Deposit

3.1.1 The amount of any bid deposit shall be as specified in the Advertisement. All bid deposits of twenty dollars (\$20.00)

or less shall be retained by the City as a bid filing charge.

3.2 Return Of Deposit

3.2.1 All other bid deposits, as specified in section 2.1, except those of the three lowest responsible and responsive bidders, shall be returned upon notice of award of a contract, or if no award is made, no later than ninety (90) days after the date of the opening of bids. The bid deposits of the three lowest responsible and responsive bidders shall be returned only upon the execution and delivery of the contract to the City or, if no award is made, no later than ninety (90) days after the date of the opening of bids or, if federal, state or other government approval is required, within thirty (30) days (Saturdays, Sundays, and legal holidays included) after the date of such approval.

3.3 Failure Of Performance; Liquidated Damages

3.3.1 If the successful bidder fails to perform his agreement to execute a contract and furnish the required security for performance within ten (10) days (Saturdays, Sundays and legal holidays excluded) after an award is made, or within such additional time as the Official may authorize in writing, the bid deposit shall become and be the property of the City of Boston as liquidated damages; provided, that the amount of the bid deposit which becomes the property of the City shall not, in any event, exceed the difference between the bidder's price and the price of the next lowest eligible and responsible bidder; and provided further, that, in case of death, disability or other unforeseen circumstance affecting the bidder, the bid deposit shall be returned to the bidder after submission of a sworn affidavit delivered to, and accepted by, the Official.

4 -- SPECIFICATIONS:

4.1 Before submitting any bids, bidders shall fully inform themselves in regard to all conditions pertaining to the Invitation For Bids and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. Any estimates, plans or other information relating to the goods, services, labor or materials or work required by the contract documents are to be considered for the purpose of comparing the several bids. Neither the City, nor its officers, agents or employees, shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

5 -- BIDS FOR EQUAL ITEMS:

5.1 Equal Bids Shall Be Considered

5.1.1 Except where otherwise specifically provided to the contrary in the contract documents, any proprietary name mentioned in the Purchase Description and Specifications is for the purpose of information only and is not intended to limit competition. Bids for any article, assembly, system or any component part thereof (hereinafter "item") equal to that named in the specifications will be considered. An item shall be considered equal to the item so named if (1) it is at least equal in quality, durability, appearance, strength, and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

5.2 Notice of "Equal"

5.2.1 A bidder submitting a bid on proprietary item(s) other than the specific item(s) named in the specifications shall submit, with the bid forms filed, a written notice containing the name and full particulars pertaining to such item(s) including, but not necessarily limited to, the manufacturer's name, catalogue number, model number and price.

5.3 Judgment As To Equality

5.3.1 The decisions of the Official as to whether an item(s) is or is not equal shall be final.

5.4 Expense Of Proving Equality

5.4.1 Any and all expense necessary to prove to the Official the quality of items offered as equal to the specific item or specified names shall be borne exclusively by the bidder submitting any proposed substitutions.

6 -- INFORMATION AS TO PROPOSED MATERIALS:

6.1 Before any contract is awarded, the bidder may be required to furnish, without expense to the City, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Official to determine their quality and fitness for the work. The particulars of tests, if any, may be set forth on the form entitled Evaluation Criteria.

7 -- PRICE BASIS ON CONTRACTS FOR THE PURCHASE OF GOODS AND SERVICES:

7.1 Purchase Of Goods Defined

7.1.1 The purchase of goods shall mean goods as defined in the Uniform Commercial Code, G.L.c.106, §2-105, or all property, other than real property, including equipment, materials, printing and insurance, and further including services incidental to the delivery, conveyance and installation of such property.

7.2 Purchase Of Service Defined

7.2.1 The purchase of services shall mean the furnishing of labor, time, or effort by a contractor, not involving the furnishing of a specific end product other than reports.

7.3 Firm Bid Price; Exception

7.3.1 Except where otherwise specifically provided to the contrary in the Advertisement, or in the Purchase Description and Specifications, or Evaluation Criteria, as the case may be, prices bid will be accepted by the City as firm prices unless the Official has specifically requested and a bidder specifically responds in writing in its bid consistent with the Official's request that the prices bid are subject to decrease or increase and the basis for calculation of the amount thereof.

7.4 Price Escalation

7.4.1 In the event that the Advertisement, or Purchase Description and Specifications, or Evaluation Criteria, as the case may be, provides that prices for contracts are subject to price change, the bidder shall strictly respond to the Invitation For Bids with respect to price requirements, including the amount or percentage of price change and applicable time period(s).

8 -- TAXES:

8.1 The City is exempt from federal excise taxes (Federal Exemption No.A-108-328) and from the Massachusetts Sales and Use Tax (Certificate No. E-046-001-380). Exemption Certificates will be provided, if requested, following award to the successful bidder.

9 -- BASIS FOR ACCEPTANCE/CONFLICT OF INTEREST:

9.1 Any bid made will be accepted only on the basis that the bidder, by filing its bid, represents that it is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work; that the bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the City is financially interested in the contract; that the bidder is fully informed in regard to all provisions of the contract documents, including, without limitation, the specification and drawings, if any; the time for performance and the provisions with respect to liquidated damages, bonds and insurance, if any.

10 -- QUESTIONS:

10.1 All questions as to the interpretation of the Invitation For Bids, Purchase Description and Specifications, Evaluation Criteria and all other contract documents shall be submitted in writing to the Official. Written answers to such questions will be sent by the Official to each person on record as having received an Invitation For Bids and all documents incorporated by reference therein. No questions will be answered unless received by the Official at least seventy-two hours prior to the expiration of the time set for filing bids.

11 -- CONTRACT AWARD:

11.1 Bid Opening

11.1.1 Bids shall be publicly opened and read aloud at the time and place designated in the Advertisement.

11.2 Right To Accept Or Reject

11.2.1 The Official reserves the right to waive any minor informalities and to accept or reject any or all bids. In the event the Purchase Description and Specifications require bids for goods and multiple items each of which has separate price components, the Official reserves the right to accept or reject any item(s) therein and award contracts therefor. The Official shall award the contract to the bidder the Official determines to be the lowest responsible and responsive bidder.

11.3 Agreement By Bidder

11.3.1 The submission of a bid shall constitute agreement on the part of the bidder that, if the bidder is given or mailed a notice of acceptance within ninety (90) days (or such other time specified in the Advertisement) of the bid opening, the bidder shall within ten (10) calendar days (Saturdays, Sundays and legal holidays excluded) of receipt of such notice or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed together with the required security for performance and any other required contract forms requested by the Official.

12 -- PERFORMANCE BOND:

12.1 A performance bond of a surety company authorized to do business in Massachusetts and satisfactory in form to the Official, or a certified check, or a treasurer's or a cashier's check, issued by a responsible bank or trust company, payable to the City of Boston, may be required of the successful bidder as security to guarantee the faithful performance of the contract. If security is required, the penal sum of such bond or amount of such check shall be as specified in the Advertisement.

12.2 Simultaneously with the execution of the contract, the successful bidder shall deliver such bond or other security to the Official. Failure to provide the required bond or other security within the time herein specified in paragraph 11.3 shall render the contract award void and result in the forfeiture of the bid deposit as liquidated damages.

13 -- HARMONIOUS LABOR RELATIONS:

13.1 The submission of a bid shall constitute the certification of the bidder that the bidder is able to and will furnish labor that can work in harmony with all elements of labor employed or to be employed on the work.

14 -- QUALIFICATIONS OF BIDDERS:

14.1 It is the purpose and intention of the Official not to award the contract to any bidder who does not furnish evidence, when requested, satisfactory to the Official that he has the ability and experience to perform the pertinent class of work.

15 -- UNIT PRICE PROPOSALS:

15.1 The bidder shall submit the bid upon the Bid Response Form furnished by the Official. If the bid is on a unit price basis, the bidder shall respond to and specify a unit price, in both words and figures, if so required in the price specifications, for each item for which a quantity is given, and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the grand total amount of the bid obtained by adding the amounts of the several items. All words and figures shall be typewritten or in pen and ink. In case of a discrepancy between the prices written in words and those written in figures, the written words shall govern. In the event there is a discrepancy between the unit prices and the total sum of all items, the unit prices shall govern.

16 -- ADDENDA:

16.1 Any supplemental instructions, amendments or changes in the Invitation For Bids, or attached documents, shall be in the form of written addenda to this Invitation. If issued, such addenda shall be sent by first class mail or tele-fax to all persons of record as having received an Invitation For Bids at the address listed thereon or via email to registrants on the City's Online Sourcing & Procurement website. Such addenda, if any, will be sent no later than five (5) business days prior to the time set for the opening of bids.

16.2 Failure of any bidder to respond to any such addenda shall not relieve such bidder from any obligation under the bid as submitted. At the time of the opening of bids, each bidder shall be conclusively presumed to have received and understood all bid documents, including all addenda, and the failure of any bidder to examine any form, instrument or other document which is part of the Invitation For Bids shall in no way relieve such bidder from any obligation arising under law from the submission of a bid.

17 -- TOXIC OR HAZARDOUS SUBSTANCES:

17.1 A bidder filing a bid concerning materials containing toxic or hazardous substances must submit a Material Safety Data Sheet with such bid. This document must accompany any deliveries of materials containing such substances when made by the successful bidder, his agent, or contractor. A bidder agrees to comply with the so-called "Right-To-Know Law", G.L.c.111F, in respect to the labeling, handling and delivery of substances subject to the jurisdiction of said law.

18 -- INVITATION FOR BIDS INCLUDES BY REFERENCE ALL DOCUMENTS REFERRED TO AND INCLUDED THEREIN:

18.1 This Invitation For Bids hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, and all contractual terms and conditions applicable to the procurement.

18.2 This Invitation For Bids expressly incorporates by reference the City of Boston Standard Contract General Conditions (Form CM 11) and such other contractual terms as the Official deems necessary.

19 -- PUBLIC RECORDS:

19.1 All responses and information submitted in response to this solicitation are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

**ADVERTISEMENT
CITY OF BOSTON**

Boston City Council

INVITATION FOR SEALED BIDS FOR THE PROCUREMENT OF THE FOLLOWING SERVICES AND/OR SUPPLIES:
Highly skilled court stenographer needed for reporting, preparing, and indexing the minutes of regular Council meetings as well as committee meetings as requested

NOTE: For information specific to this bid, please contact Yuleidy Valdez at 617-635-3068 or yuleidy.valdez@cityofboston.gov.

The City of Boston ("the City"), acting by its President ("the Official"), invites sealed bids for the performance of the work generally described above, and particularly set forth in the Invitation For Bids, which may be obtained from the City's purchasing website and Supplier Portal (<http://www.cityofboston.gov/procurement>). Invitation For Bids shall be available until the time of the bid opening. To access details for this specific bid event, or to respond through electronic format, please visit the City of Boston Supplier Portal and access Event EV00000574.

Every sealed bid shall be submitted in accordance with the Invitation For Bids. All sealed bids shall be filed no later than June 27, 2013 at 05:00 PM.

The attention of all bidders is directed to the provisions of the Invitation For Bids and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds as may be applicable.

The supplies/services described above for the 1 year term of this contract is an estimated amount of the supplies/services to be procured.

Sealed bids shall be publicly opened by the Official on June 28, 2013 at 01:00 PM at One City Hall Square, Suite 550, Boston, MA 02201.

The City reserves the right to reject any and all bids, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore. If sufficient funds are not appropriated for the contract in any fiscal year, the Official shall cancel the contract. The maximum time for bid acceptance by the City after the opening of bids shall be ninety (90) days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Stephen J. Murphy,
President

BID OPENING CERTIFICATION FORMDate of Public Bid Opening: June 28, 2013

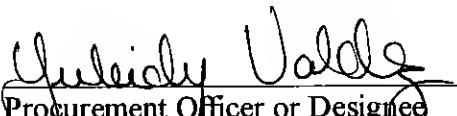
<u>Name of Bidder</u>	<u>Amount of Bid</u>
<i>Ellen M. Fritch & Associates</i>	<i>\$60,000</i>

This List is a complete and accurate list of bids opened in the presence of the below-named witness:

WITNESS


Daisy De La Rosa
Daisy De La Rosa, STAFF Director

Signed Under Penalties of Perjury:



Kimberly Valdez
Procurement Officer or Designee

THIS CERTIFICATION MUST BE FILED WITH THE ORIGINAL CONTRACT



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: Ellen M. Fritch

Local Contact Person: Ellen M. Fritch

Address 373 Silver Street South Boston 02127
Street City Zip

Telephone #: 617-269-5448 **Fax #:** 617-269-9654

E-Mail: EMFritch@aol.com

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: _____

Court Reporter

Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract: **N/A**

- A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$13.76 p/h	\$13.76 p/h-	\$15.01 p/h-	> \$20.01
		\$15.00 p/h	\$20.00 p/h	p/h

- B. Total number of Covered Employees: _____
- C. Number of Covered Employees who are Boston residents: _____
- D. Number of Covered Employees who are minorities: _____
- E. Number of Covered Employees who are women: _____

Part 4: Covered Vendor's Past Efforts and Future Goals (*Use additional sheets of paper if necessary in answering any of these questions:*)

Describe your past efforts and future goals to hire low and moderate income Boston residents:

Describe your past efforts and future goals to train Covered Employees:

Describe the potential for advancement and raises for Covered Employees:

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

Part 5: Service Contracts:

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>

NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

Part 6: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) Ellen M. Fritch (Authorized Representative of the Covered Vendor) on behalf of (print or type) _____
Ellen M. Fritch & Associates (name of Covered Vendor) hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

Zoey S. S.
Signature

8/21/2013
Date

Owner
Position with Covered Vendor



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$13.76 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: Ellen M. Fritch

Contact Person: Ellen M. Fritch

Address 373 Silver Street **South Boston** **02127**
Street **City** **Zip**

Telephone #: 617-269-5448 Fax #: 617-269-9654

E-Mail: EMFritch@aol.com

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:
Court Reporter

Contracting Department: Boston City Council

Start Date of Contract: 07/01/2013 **End Date of Contract:** 06/30/2014

Length of Contract: 1 year 2 years 3 years Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one:*

For Profit Not For Profit

2. Total number of "FTE" employees which you employ: 0 _____

3. Total number of employees who will be assigned to work on the above-stated contract:
0 _____

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

Yes No

If yes, how many additional F.T.E.s do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

PART 5. GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- Service Contract
 Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

PART 6: VENDOR AFFIDAVIT:

I Ellen M. Fritch a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 8/21/2013

PRINTED NAME: Ellen M. Fritch

TITLE: Owner

Individually owned

(FORM CM-06)

CERTIFICATE OF AUTHORITY
(For Corporations Only)

(Current Date)

At a meeting of the Directors of the _____
duly called and held at _____
on the _____ day of _____ 20_____
it was VOTED, that _____
the _____ of this corporation is hereby
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for _____
with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote
has not been amended or repealed and is in full force and effect as of this date, and that

is the duly elected _____ of this
corporation.
(Name)
(Position)

Attest:

(Affix Corporate Seal Here)

_____ (Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

CITY OF BOSTON
BID RESPONSE FORM

BIDDER'S NAME: Ellen M. Fritch
(Full legal name of Bidder)

PLACE OF BUSINESS: 373 Silver Street
(Street)
South Boston, MA 02127
(City, State, Zip Code)

BIDDER'S CONTACT PERSON: Ellen TEL: (617) 269-5448

To the Official, acting in the name and on behalf of the City of Boston

A. **Summary Of Supplies/Services Subject To Bid**

The undersigned proposes to furnish the specified supplies or services and to perform all work required for:

Reporting, preparing, and indexing the minutes of the City Council Meetings held on Wednesdays at noon (time
(subject to change) as well as reporting and transcribing minutes from various committee public hearings when
requested. Preparation of minutes shall be performed within the time frame required by Statute.
(Official will describe here services or supplies to be procured prior to issue of Invitation For Bids; to be identical with Purchase Description and Specifications)

in accordance with the terms of the accompanying Advertisement, Purchase Description and Specifications and other contract documents, with special reference to the Invitation For Bids, the terms of which are incorporated herein, all of which have been provided by the City.

Notice To Bidder: Catalogs or brochures will not be accepted as sole compliance with this requirement unless they also include complete technical information.

B. **Documents Included**

In addition to this Bid Response Form, this bid includes the following documents supplied by the Bidder [List Below]:

Court reporting fee schedule

C. Price Bid

The total bid price for this contract is: \$60,000.00

Sixty thousand dollars

(in words & figures; may attach separate schedule)

In response to the Price Requirements in the Purchase Description and Specifications, the price components of the bid price are:

1. Reporting 2. Preparing 3. Indexing services to provide transcripts of City Council meetings and other

Committee Meetings as directed.

(Complete as required in Price Requirements: e.g., rates, price changes, first fiscal year, total contract period, etc. May attach separate schedule.)

The names and address of all persons interested in this bid as principals other than the undersigned are:

D. References:

Notice To Bidder: Failure to provide the following information, if required in the Purchase Description and Specifications, will result in a non-responsive bid.

1. List three or more contracts on which you served as contractor or have provided supplies or services, as the case may be, within the past two (2) years (unless a lesser or greater period is specified by the Official) for work of similar character as required in the Purchase Description and Specifications in this Invitation For Bids.

Reference 1

Scope of Contract: n/a

Company or Entity:

Contact Name & Phone #:

Amount of Contract:

Reference 2Scope of Contract: n/a

Company or Entity: _____

Contact Name & Phone #: _____

Amount of Contract: _____

Reference 3Scope of Contract: n/a

Company or Entity: _____

Contact Name & Phone #: _____

Amount of Contract: _____

2. Bank reference(s):

<u>Name of Bank:</u>	<u>Telephone No.:</u>
	()
	()
	()

E. Legal Form Of Business EntityThe bidder is a/an Individual
(Individual-Partnership-Corporation-Joint Venture-Trust)1. If the bidder is a Partnership, state name and address of all general and limited partners:

n/a

2. If the bidder is a Corporation, state the following:Corporation is incorporated in the State of n/a

President is _____

Treasurer is _____

Place of business is _____
 (Street)

 (City, State and Zip Code)

3. If the bidder is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

n/a

A copy of the joint venture agreement is on file at _____
 and will be delivered to the Official on request.

4. If the bidder is a Trust, state the name and address of all Trustees:

n/a

5. A copy of the trust documents are on file at _____
 and will be delivered to the Official on request.

- F. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, Chapter 110, §5 was filed:

- G. The Taxpayer Identification Number* of the bidder (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

04-3101842 _____

*If individual, use Social Security Number: _____ - _____ - _____

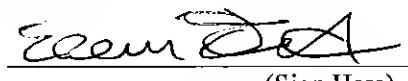
- H. Have been in business under present business name 24 _____ years.

- I. Ever failed to complete any work awarded? no _____

If answer is yes, state circumstances: _____

- J. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Bidder: ellen M. fritch

By: 
(Sign Here)

Title: Owner

Business Address: 373 Silver Street
(Street)
South Boston, MA 02127
(City, State and Zip Code)

NOTE: THIS BID MUST BEAR THE SIGNATURE OF THE BIDDER.

If the bidder is an individual doing business under a name other than his own name the bid must so state, giving the address of the individual.

If the bidder is a partnership, the bid must be signed by a partner designated as such.

If the bidder is a corporation, trust or joint venture the bid must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL JULY 2012
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB JULY 2012)

CERTIFICATE FOR "NO RISK" CONTRACTS

This is to certify that I have reviewed the attached contract with

Ellen M. Frtich & Associates

Vendor/Contractor

for

Reporting, Preparing and indexing minutes of the regular sessions of the City Council Meetings held

on Wednesdays, as well as reporting and transcribing minutes from public hearings when requested.

Nature of Service

and it is my belief that there is little or no risk of default or unsatisfactory performance by the vendor/contractor.


Siegfried Murphy
Awards Authority/Official

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY